

Amendment Number 2
to
Contract Number DIR-TSO-2548
between
State of Texas, acting by and through the Department of Information Resources
and
MYTHICS, INC.

This Amendment Number 2 to Contract Number DIR-TSO-2548 (“Contract”) is between the Department of Information Resources (“DIR”) and Mythics, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2. Term of Contract, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through October 16, 2016, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year renewal periods.

2. Contract, Appendix A, Standard Terms and Conditions For Products and Related Services Contracts, is hereby restated in its entirety and replaced with the attached **Appendix A, Standard Terms and Conditions For Products and Related Services Contracts dated 09/24/2015.**

3. Contract, Appendix C, Pricing Index, is hereby restated in its entirety and replaced with the attached Appendix C, Pricing Index.

4. Appendix A, Section 5.B, Intellectual Property Matters, is hereby replaced in its entirety as follows:

B. Ownership

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor, except when Oracle serves as a subcontractor to Vendor providing technical support, education, hosted/outsourcing services, consulting or other services. Oracle retains all ownership and intellectual property rights to its programs. Oracle retains all ownership and intellectual property rights to anything developed using Oracle Programs and delivered under this contract resulting from Services provided by Oracle. In the circumstances described above, Vendor guaranties that it grants Customer a fully paid, perpetual, transferable license to use and modify all such work or product. Title to the Programs is retained by Oracle and shall not pass to the Customer or any third party. Vendor specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively

transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

5. Appendix A, Section 5.I, Intellectual Property Matters, is hereby replaced in its entirety as follows:

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the non-exclusive, non-assignable, royalty-free, perpetual (unless otherwise specified in the ordering document), limited right to use the Programs and receive any services the Customer ordered solely for the Customer's internal business operations and subject to the terms of the End User License Agreement, including the definitions and rules set forth in the order and the program documentation. Upon payment of undisputed amounts due for Services, Customer has the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Customer's internal business operations anything delivered under this contract; however, certain deliverables may be subject to additional license terms provided in the ordering document. Customer is prohibited from duplicating the Programs except that Customer may make a sufficient number of copies of each Program for its licensed use and one copy of each program media. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

6. Appendix D, Section D, Ownership and Restrictions, is hereby replaced in its entirety as follows:

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, the Operating System, Integrated Software, and Integrated Software Options. Oracle or its licensors retain all intellectual property rights to the Hardware, Operating System, Integrated Software, and Integrated Software Options. Oracle retains all ownership and intellectual property rights to anything developed and

delivered under this agreement resulting from Services provided by Oracle. Title to the Programs, operating system and/or integrated software acquired under this Agreement is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the Programs, operating system and/or integrated software acquired under this Agreement except that you may make a sufficient number of copies of each Program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle Programs and/or hardware is specified in the Program documentation and/or hardware documentation or readme files. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the Program documentation and/or hardware documentation and not under the terms of this agreement.

You may not:

- ☐ remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- ☐ make the Programs or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services you have acquired) and you may not provide any timesharing, hosting, outsourcing, subscription service or rental use of the Programs;
- ☐ cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs, operating system and/or integrated software acquired under this Agreement (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- ☐ publish results of any Program benchmark tests run on the Programs without Oracle's prior written consent.

7. Appendix D, Section Q, License Definitions and Rules, is hereby replaced in its entirety as follows:

Q. License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules that are listed in Exhibit A attached hereto and are incorporated in and made a part of this agreement. Oracle's license definitions and rules are subject to change and are available at <http://partner.oracle.com>. The then-current license definitions and rules shall be set forth in the order form accompanying each individual order placed under DIR Contract No. DIR-TSO-2548.

8. Appendix D, Hardware Terms Exhibit to MLSA Version HWSW 0114, Section A.4.a, WARRANTIES, DISCLAIMERS AND REMEDIES, is hereby replaced in its entirety as follows:

4. WARRANTIES, DISCLAIMERS AND REMEDIES

a. Mythics provides a limited warranty (“Oracle Hardware Warranty”) for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media (“media”, and (i), (ii) and (iii) collectively, “Hardware Items”). Mythics warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Mythics warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> (“Warranty Web Page”). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle. Hardware, if purchased, includes Oracle’s hardware warranty in effect at the time the hardware is purchased and Oracle’s hardware warranty may be accessed at <http://www.oracle.com/support/policies.html>.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1 and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than October 16, 2015.

MYTHICS, INC.

Authorized By: Signature on File

Name: Dale E. Darr

Title: Vice President, Contracts & Compliance

Date: 10/14/15

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Wayne Egeler on behalf of Dale Richardson

Title: Chief Operations Officer

Date: 10/27/15

General Counsel: drb 10/27/15